

HON'BLE SRI JUSTICE NOOTY RAMAMOHANA RAO

Writ Petition No. 24234 of 2007

Date: 16.11.2007

Between:

P.V. Raghuv eer & another

... Petitioners

and

Hindustan Petroleum Corporation Limited,
A Government of India Enterprise, Hyderabad,
Rep. by its Senior Regional Manager, Hyderabad.

... Respondent

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ORDER:

One Sri P.S. Rajeswar was the father of the first petitioner and the husband of the second petitioner. He entered into a distributorship agreement on 27th May 1975 with the respondent – Hindustan Petroleum Corporation Limited (for short 'the Corporation') for the purpose of supplying domestic gas cylinders. For various reasons, with which I am not concerned in the present writ petition, that agreement stood cancelled and that was the subject matter of consideration by this Court in Writ Petition No. 11548 of 2005. But, however, on 01st October 2007, the Corporation had notified the Hyderabad (Malakpet) area for the purpose of awarding the dealership for supply of domestic gas cylinders therein. The apprehension of the petitioner is that if the respondent-Corporation were to appoint a permanent or a regular dealer for the area of operation for which there was an agreement between them earlier, which stood terminated and which was the subject matter of consideration in Writ Petition No. 11548 of 2005 and in the event of this Court agreeing with the contentions canvassed by the petitioners therein, unnecessarily third party interests will creep in and would also create lots of operational problems later on.

I have heard Sri Dantu Srinivas, the learned counsel for the petitioners and Sri P.V. Sanjay Kumar, the learned Standing Counsel for the respondent-Corporation. Sri Sanjay Kumar very fairly submits that whatever arrangements that are sought to be made by the Corporation now are not on permanent or regular basis and, in fact, in the notification itself, abundant precaution had been taken by clearly indicating that the dealership for the locality (Hyderabad – Malakpet) is

against termination. The learned Standing Counsel for the respondent would also urge that any action taken by the Corporation is bound by the result in Writ Petition No. 11548 of 2005 and, therefore, whatever arrangements that are now sought to be made are liable to be construed as purely provisional in nature.

Therefore, the present writ petition can be disposed of with a direction to the Corporation not to award dealership or distributorship of domestic gas cylinders for Hyderabad (Malakpet) area to any new dealer on a permanent or a regular basis, but however, the dealership should be made on provisional/temporary basis making it clearly known to the new dealer that the award of dealership in his favour will abide by the result in Writ Petition No.11548 of 2005 instituted by the present petitioners so that the interests of the petitioners as well as the new dealer can be adequately safeguarded.

With this, the writ petition stands disposed of at the admission stage. No costs.

(NOOTY RAMAMOHANA RAO, J)

November 16, 2007

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